

INSTALLATION DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND OF CERTAIN RECIPROCAL RIGHTS AND EASEMENTS

THIS INSTALLATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND CERTAIN EASEMENTS (this "**Declaration**") is made as of this [REDACTED] day of [REDACTED], 200\_, by the UNITED STATES OF AMERICA (the "**Government**"), acting by and through the SECRETARY OF THE ARMY (the "**Secretary**").

WITNESSETH:

**WHEREAS**, the Government owns that certain parcel (or those certain parcels) of land (the "**Property**") located within the **INSTALLATION, LOCATION** as more particularly described on **Exhibit 1** attached hereto; and

**WHEREAS**, the Government, acting by and through the Secretary, by the authority of Title 10, United States Code ("**USC**"), Section 2667 ("**Section 2667**"), and DEVELOPER, a limited liability company ("**Developer**"), have entered into that certain Master Agreement to Lease dated [REDACTED], 200\_ ("**Master Agreement**") pursuant to which certain of the Property is planned for development through a series of long term leases (each a "**Ground Lease**" and collectively, the "**Ground Leases**"), each such Ground Lease demising a leasehold interest in a portion of the Property (each a "**Lease Premises**") to Developer or another designated ground tenant (each such ground tenant being referred to herein as "**Ground Tenant**" and all such ground tenants being collectively referred to herein as "**Ground Tenants**");

**WHEREAS**, Developer currently intends to develop the Property as [REDACTED];

**WHEREAS**, each Lease Premises is intended to be developed with certain Improvements (hereinafter defined) to be determined from time to time by Developer in accordance with the applicable Ground Lease; and

**WHEREAS**, the Developer also intends to develop on certain portions of the Property adjacent to, between and around the Lease Premises new streets, utility lines, storm water detention facilities, open space and other infrastructure improvements (collectively, the "Infrastructure Improvements"), which will provide, *inter alia*, on a non-exclusive basis, pedestrian and vehicular ingress and egress to and from, and utility service to, the Lease Premises and the Improvements constructed, or to be constructed, thereon (the Lease Premises, Improvements thereon and Infrastructure Improvements being collectively referred to herein as the "**Complex**")

**WHEREAS**, Developer may sell, convey, lease, mortgage or otherwise transfer its interest in the Complex or various portions thereof (including any interest in any Ground Lease, Lease Premises, Improvements and Infrastructure Improvements), and it is Developer's desire that said sales, conveyances, leases, mortgages and other transfers be at all times subject to

certain covenants, conditions, restrictions, easements, benefits, duties and obligations as set forth in this Declaration; and

**WHEREAS**, the Master Agreement requires, and the Government and Developer desire, to establish and to impose upon the Property, and upon each and every portion thereof, and upon the use, occupancy and enjoyment thereof, the covenants, conditions and restrictions contained in this Declaration for the purpose of establishing a common scheme of development and ensuring the orderly, proper and attractive improvement, development and use of the Complex, and for the purpose of enhancing and protecting the value and desirability of the Complex, all for the general welfare and common benefit of Developer and the present and future purchasers, owners, mortgagees, lessees and grantees of the Property, the Complex or portions thereof or interests therein, their respective successors and assigns; and

**WHEREAS**, the Government further desire to grant, declare and establish certain easements, reciprocal rights and benefits for, and to impose certain duties and obligations upon, the Government and the present and future purchasers, owners, mortgagees, lessees and grantees of the Property, the Complex or portions thereof, and upon all persons acquiring any interest therein.

**NOW, THEREFORE**, the Government does hereby declare that the Property and any interest therein (including any Ground Lease and any vacant parcels, Lease Premises, Improvements and Infrastructure Improvements) shall be held, sold, leased, occupied, mortgaged and conveyed subject to the covenants, conditions, restrictions, easements, uses, privileges, duties and obligations hereinafter set forth.

#### ARTICLE I INCORPORATION OF PREAMBLE

The recitals set forth in the foregoing preamble are specifically incorporated into and made a part of this Declaration as though the same were fully set forth in this Article I.

#### ARTICLE II DEFINITIONS

The following words and phrases, when used in this Declaration, shall have the following meanings:

Section 2.1     "Architectural Control Committee": as defined in Section 6.8.

Section 2.2     "Building": any structure permanently affixed to the real estate comprising the Property or any portion thereof designed or built for the enclosure, shelter, protection or occupancy of persons, chattels or other property of any kind or nature.

Section 2.3     "Complex": as defined in the preamble above.

Section 2.4     Intentionally Omitted.

Section 2.5 "Declaration": this **INSTALLATION** Declaration of Covenants, Conditions and Restrictions and of Certain Easements and Reciprocal Rights for the Complex, as amended from time to time.

Section 2.6 "Easement Areas": those portions of the Property, and facilities in, on or under the Property or portions of premises adjacent to the Property (including ) with facilities serving the Property, with respect to which rights, obligations and easements have been established pursuant to this Declaration, including without limitation, any interior roads and other Rights-of-Way and Infrastructure Improvements, recreation, passive or "green space" areas, and any utility areas. Developer currently plans for the Easement Areas to include, without limitation, the areas shown on Exhibit 2 where Infrastructure Improvements and utilities servicing the Complex Property are currently proposed to be located; provided, however, (i) such plan is for illustrative purposes and does not establish the "Easement Area" until designated in writing by Developer and is subject to revision by Developer as its development of the Property requires, (ii) Developer shall be entitled to establish from time to time Easement Areas and Common Areas within the Property, by written notice thereof delivered by Developer to the Government and each Owner, and (iii) upon Developer's written request, the Government and each Owner shall join in executing any instrument that Developer may request in order to amend or supplement this Declaration to add any such designated Easement Areas or Common Areas, such amendment or supplement shall not be required to establish such Easement Areas or Common Areas (it being understood that Developer's designation as provided above is sufficient to establish such Easement Areas or Common Areas).

Section 2.7 "Improvements": all structures or other improvements built or made on or to the Property, or any portions thereof, of any kind whatsoever, whether above or below grade, including, without limitation, Buildings, utility installations, storage, loading and parking facilities, roadways, walkways, driveways, landscaping, signs, site lighting, site grading and earth movement and any exterior additions, changes or alterations thereto.

Section 2.8 "Occupant": any Person legally entitled to occupy and use any part or portion of the Property.

Section 2.9 "Owner": a Ground Tenant under a Ground Lease shall be the Owner with respect to the portion of the Property that is subject to the Ground Lease; provided, however, in the event that any Ground Lease terminates, then Owner shall mean the record owner of fee simple title to the portion of the Property that was subject to such Ground Lease, whether such owner shall be one or more Persons, including, without limitation, beneficiaries of land trusts holding record title, but excluding those having such interest merely as security for the performance of an obligation. Upon any Person becoming an "Owner" hereunder, such Person shall immediately provide to Maintaining Party notice thereof.

Section 2.10 "Parcel": each Lease Premises leased to an Owner pursuant to a Ground Lease; provided, however, if any such Ground Lease terminates, then the portion of the Property that was subject to such Ground Lease (i.e., the applicable Lease Premises) shall remain a separate Parcel.

Section 2.11 "Person": a natural person, or a firm, limited liability company, corporation, partnership, land trust or any legal entity, public or private.

Section 2.12 "Placed in Service" – The term "Placed in Service" with respect to any Building shall mean that the Improvements constituting the Building have been substantially completed, as reasonably determined by the Maintaining Party.

Section 2.13 "Rights-of-Way": the easements for ingress and egress of pedestrian and vehicular traffic created by Section 9.1 of this Declaration.

### ARTICLE III SCOPE OF THE DECLARATION

Section 3.1 The Property. The Property is, and shall at all times be, subject to the terms and provisions of this Declaration, unless and until this Declaration shall be terminated in writing by all of the parties hereto. Promptly upon the termination of this Declaration as aforesaid, Owner shall, at its sole cost and expense, record a writing evidencing such termination in the Office of the Recorder of Deeds in and for **LOCATION**. The covenants, conditions, restrictions, agreements and easements set forth in this Declaration shall be deemed to be granted and re-granted with every grant of a Ground Lease to a Ground Tenant. This Declaration is for the benefit of the Developer, Maintaining Party and each Owner, and may only be enforced by Developer, Maintaining Party and any Owner (acting in its capacity as Owner); provided, however, the Architectural Control Committee shall be entitled to enforce the provisions hereof relating to its authority.

### ARTICLE IV USE RESTRICTIONS

Section 4.1 Use of Property. In order to insure the orderly and peaceful occupancy of the Property and to protect the value and the attractiveness of the Complex, the use of the Property shall be limited by the following provisions:

(a) The Property shall not be used for any purpose inconsistent with the terms and provisions of this Declaration;

(b) The Easement Areas and Common Areas shall be used only for the purposes designated by Developer when such Easements Areas and Common Areas are established, including drainage, storm water retention, ingress, egress, furnishing of utility services and other related uses; it being understood that if any areas in the Property are designated by Developer as green space or recreation parks, such areas may only be used for their intended purpose established by Developer;

(c) The Property shall be used only for such purposes, and to such extent, as will not interfere with the Easement Areas and Common Areas or the use or enjoyment thereof by any Occupant;

(d) No Owner or Occupant of the Property shall commit, suffer or fail to do any act in violation of insurance policies on the Easement Areas and Common Areas which may be procured and maintained by the Maintaining Party (hereinafter defined), and no Owner or Occupant shall do or permit anything to be done, or keep or permit anything to be kept, or suffer any condition to exist, which might or which does (i) result in termination of any such policies; (ii) adversely affect any party's right of recovery thereunder; (iii) result in reputable insurance companies refusing to provide insurance as required hereunder; or (iv) result in an increase in the insurance rate or premium to be charged to the Maintaining Party (and, in the case of such increase, the Owner or Occupant responsible for such increase shall immediately pay the same);

(e) All laws, regulations and other legal requirements of all governmental and quasi-governmental agencies or authorities having jurisdiction over the Property shall be observed, and violations of laws, orders, rules, regulations or requirements of any governmental or quasi-governmental agency or authority having jurisdiction over the Property shall be immediately corrected and/or removed by, and at the sole expense of, the Owner responsible for the same.

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ARTICLE V  
RESTRICTIONS ON THE APPEARANCE  
AND LOCATION OF IMPROVEMENTS

Section 5.1 Signage. Signs shall not be displayed on or around any Building or other Improvements, or on or around the Property, except as permitted by applicable laws, regulations or legal requirements of any governmental authorities having jurisdiction over the Property (the "Governmental Authorities") and as permitted by the Architectural Control Committee, which may from time to time establish design guidelines ("**Design Guidelines**") for signage and other Improvements. All hanging, moving and paper signs and all streamers and banners of every kind, nature and description are expressly prohibited.

Section 5.2 Drainage Ways. No Owner of any Parcel shall alter or build upon, or modify the topography of, said Parcel in such a way as to create ponding of free standing water on any portion of the Property or so as to otherwise impede the natural flow (or engineered flow approved by the Architectural Control Committee) of storm water run-off; provided, however, that where a natural condition or accumulation of storm or surface water exists on any Parcel for an extended period of time, the Owner of such Parcel may take such steps as shall be necessary to remedy such condition provided that no alteration or diversion of such natural flow proposed by said Owner shall cause damage to other portions of the Property, and provided further that the same is undertaken in conformance with the laws, rules, regulations and other legal requirements of the Governmental Authorities and of federal law.

Section 5.3 Exterior Appearance of Building. All Improvements shall be compatible and in harmony with existing or approved Improvements with respect to matters of exterior design and materials used. No Owner of a Building shall alter, change the color of the paint, or otherwise modify the exterior appearance of any Building once approved by the Architectural Control Committee (other than for routine maintenance or repair) unless such alterations, paintings or modifications are first approved in writing by the Architectural Control Committee. No metal building materials shall be used on the exterior of any Building except for the following architectural features: roof screening, canopies, dock door shelters, window frames, dock doors, exterior doors, exterior columns, door frames and architectural embellishments.

Section 5.4 Utilities. All electrical, telephone, water and other utility lines, and the connections thereto, shall be located underground; provided, however, that parking lot lights and electrical transformers may be located above ground in a location approved by the Architectural Control Committee.

Section 5.5 Fences or Sheds. No fences, sheds or other outbuildings shall be constructed, installed, erected, removed, altered, or maintained without the prior written approval of the Architectural Control Committee.

Section 5.6 Parking Areas. Every Owner of any portion of the Property shall, prior to the use or occupancy of any Building constructed or placed thereon, provide for such improved parking spaces in conjunction therewith as shall be required by then applicable zoning regulations and such other governmental requirements as shall then be in force and effect. Every

Owner shall construct, use, maintain, repair and restore the parking areas located on such Owner's Parcel in a safe and secure condition and in compliance with all applicable federal, state and municipal laws and other legal requirements. Maintenance, repair and restoration shall include without limitation cleaning, snow removal, striping, lighting, drainage, curb and gutter maintenance, resurfacing and landscaping, when and as required.

Section 5.7 Lighting. Any lighting (including fixtures) located anywhere on a Parcel, whether in parking areas or otherwise, shall conform with applicable laws, rules, regulations and other legal requirements of the Governmental Authorities and the standards and specifications set forth in the Design Guidelines and shall be subject to the approval of the Architectural Control Committee.

Section 5.8 Government Authority. The Property is currently a part of the **INSTALLATION** and, accordingly, is not subject to many of the legal requirement of the local jurisdictions. The term "Government Authority" shall not include any government entity or authority that does not have jurisdiction over the matter at issue. The Government shall not impose any other rules, regulations or legal requirements on the Property or anyone with an interest therein, other than by law in its general regulatory or sovereign capacity (and not in its capacity as owner of the Property or any part thereof). In addition, the Government shall not hereafter submit or voluntarily subject the Property to the jurisdiction of any public, governmental or quasi-governmental entity, except if acting in its general regulatory or sovereign capacity (and not in its capacity as owner of the Property or any part thereof).

## ARTICLE VI

### ALTERATION AND CONSTRUCTION OF IMPROVEMENTS

Section 6.1 General. No Building or other Improvement shall be constructed, erected, placed, altered, maintained or permitted on any Parcel, and no addition, change or alteration in the exterior thereof shall be made, unless done in accordance with the provisions hereof (including Article V and VI hereof) and unless the prior written approval of the Architectural Control Committee is first obtained in the manner set forth in this Declaration. Such approval shall be required for exterior improvements but shall not be required for interior fit-out, except to the extent otherwise set forth herein. The giving of an approval pursuant to this Article VI shall rest within the discretion of the Architectural Control Committee, but the same shall not be arbitrarily or unreasonably withheld or delayed.

Section 6.2 Submissions. To secure approval of the construction or alteration of any Improvement, an Owner or Occupant, or any other Person on their behalf submitting Plans and Specifications (hereinafter defined) for approval shall deliver or cause to be delivered to the Architectural Control Committee, in form reasonably satisfactory to the Architectural Control Committee, the following documents in the case of original construction of Improvements, and such of the following documents as the Architectural Control Committee may deem applicable in the case of alterations to existing Improvements:

(a) a detailed site plan showing the location and dimension of all intended Improvements or alterations thereto, including (i) Building(s); (ii) other structures; (iii) motor

vehicle parking areas, including the number and size of parking spaces; (iv) loading and storage facilities and areas; (v) areas to be landscaped; (vi) signs; (vii) lighting fixtures; (viii) means of ingress and egress; (ix) curb cuts; (x) traffic patterns; (xi) drives and driveways; and (xii) setbacks and building lines;

(b) drawings and specifications of all exterior surfaces showing elevations and including the color, quality and type of exterior construction materials;

(c) grading and drainage plans including all sanitary and storm sewer connections and the location of all utility connections;

(d) the landscape plan;

(e) a description of the type, style, size and candle power of all outdoor lighting fixtures;

(f) drawings and design specifications of all proposed signs including the colors thereof and the quality and type of materials to be used and the manner of illumination;

(g) a detailed description of the proposed use of Building(s) to be located on the Parcel; and

(h) such other supporting or explanatory information as may be reasonably requested by the Architectural Control Committee to enable the Architectural Control Committee to determine the location, scale, design, character, style and appearance of any intended Improvements or alterations. All of the foregoing (hereinafter collectively called "**Plans and Specifications**") shall conform to the applicable provisions of this Declaration.

Section 6.3 Time for Review of Plans and Specifications. Not more than thirty (30) days after receipt by the Architectural Control Committee of the last item of documentation required to be submitted pursuant to the provisions of the foregoing Section 6.2, the Architectural Control Committee shall give written notice to said Owner or Occupant, or any other Person on their behalf submitting Plans and Specifications for approval as to whether such Plans and Specifications are approved or disapproved. Any such notice of disapproval shall set forth the reason or reasons for such disapproval. Should the Architectural Control Committee fail to approve or disapprove the Plans and Specifications within the aforesaid thirty (30) day period, then the Architectural Control Committee's approval shall be conclusively presumed to have been granted. No construction of the Improvements or alterations described in the submitted Plans and Specifications shall be commenced until (i) the Architectural Control Committee gives notice to the Owner or Occupant, or any other Person submitting Plans and Specifications for approval, of the approval of said Plans and Specifications, or (ii) the expiration of the aforesaid thirty (30) day period during which time no notice of disapproval has been given by the Architectural Control Committee, whichever shall first occur.

Section 6.4 Time for Review of Revised Plans and Specifications. If the Architectural Control Committee shall disapprove any part of the Plans and Specifications submitted as



aforesaid, the Owner or Occupant, or any other Person on their behalf submitting Plans and Specifications for approval may revise its Plans and Specifications to incorporate such changes and deliver to the Architectural Control Committee revised Plans and Specifications. The Architectural Control Committee shall have fifteen (15) days from the date of delivery of the last item of requested documentation within which to review such revised Plans and Specifications so as to determine compliance with the Architectural Control Committee's requested changes. Should the Architectural Control Committee fail to advise said Owner or Occupant, or any other Person submitting Plans and Specifications for approval in writing, of whether or not such revised Plans and Specifications are in compliance with such suggested changes within the aforesaid fifteen (15) day period, then the Architectural Control Committee's approval shall be conclusively presumed to have been granted; provided, however, that the aforesaid presumption shall not be deemed to be a waiver of the applicable provisions of Article V of this Declaration.

Section 6.5 Changes in Approved Plans and Specifications. The Owner or Occupant, or any other Person on their behalf submitting Plans and Specifications for approval, shall secure the approval of the Architectural Control Committee to any change or revision in approved Plans and Specifications in the manner provided in this Article VI for the initial approval of Plans and Specifications. The Architectural Control Committee shall approve requests for changes that do not materially change or modify the matters initially approved, provided that such proposed changes or revisions are reasonably consistent with the initially approved Plans and Specifications. The Architectural Control Committee shall use reasonable efforts to review such changes or revisions and to respond to the Owner, Occupant or other Person within a shorter period of time than the thirty (30) day period provided in the foregoing Section 6.3 but shall not be required to do so.

Section 6.6 Rights of the Parties Upon Disapproval of Plans and Specifications.

(a) If an Owner or Occupant, or any other Person on their behalf submitting Plans and Specifications for approval, believes that the disapproval or failure to consent of the Architectural Control Committee to Plans and Specifications submitted by such Owner, Occupant or other Person on their behalf, or of or to any other matter as to which such approval or consent is required by Articles IV and V, is arbitrary or unreasonable, said Owner, Occupant or other Person may submit the matter to arbitration pursuant to the provisions of the American Arbitration Association. The fees of such arbitrator and court reporter fees shall be divided equally between the Owner, Occupant or other Person and the Architectural Control Committee. All other costs shall be borne by the party incurring same. In determining any question, matter or dispute before such arbitrator, the arbitrator shall, to the fullest extent permitted by law, apply the provisions of this Declaration. The decision of the arbitrator shall be final and binding and specifically enforceable by a court of competent jurisdiction.

(b) If the Plans and Specifications of any Owner, Occupant or any other Person on their behalf submitting Plans and Specifications for approval are disapproved by the Architectural Control Committee and notwithstanding such disapproval, said Owner, Occupant or other Person proceeds to construct, install, erect or maintain any Improvement on any portion of the Property, then the Architectural Control Committee shall specifically have the right, in addition to and not in lieu of all other rights and remedies that may otherwise be available, to

enjoin the construction, installation, erection or maintenance of such Improvement. All costs incurred by the Architectural Control Committee in preparing for, initiating and pursuing such action, including, without limitation, said party's attorney's fees, shall be paid for by the Owner, Occupant or other Person proceeding to construct, install, repair or maintain any Improvement in violation of this Article VI. Such costs shall be deemed an assessment against said Owner or the Property on which said Owner, Occupant or other Person proceeded to construct, install, erect or maintain any Improvement in violation of this Article VI, and shall be collectible by the Architectural Control Committee in the manner provided in Article XI of this Declaration.

Section 6.7 Approvals - Responsibilities. Neither the Architectural Control Committee nor their respective agents, employees, members, successors or assigns shall be liable in damages, direct, indirect or consequential, to any Owner or to any other Person submitting Plans and Specifications for approval, by reason of a mistake in judgment, negligence or nonfeasance arising out of, or in connection with, the approval, disapproval or failure to approve or disapprove any Plans and Specifications. Every Person who submits Plans and Specifications to the Architectural Control Committee covenants and agrees, by submission of such Plans and Specifications, and every Owner or Person claiming by or through an Owner covenants and agrees, by acquiring title to any part of the Property or by acquiring any interest in the Property, that it will not bring an action or suit against the Architectural Control Committee, their respective beneficiaries, agents, employees, members, successors or assigns to recover any of the aforementioned damages. Notwithstanding the foregoing, to the extent that actions by the Architectural Control Committee are inconsistent with the terms of this Declaration, any Owner or other Person may bring an action to compel specific performance.

Section 6.8 Developer's Powers and Rights and Assignment to Architectural Control Committee. Developer shall be and constitute the "Architectural Control Committee" until the first to occur of (i) the date Developer has no further right to lease any portion of the Property under the Master Agreement and has conveyed any interest it (or any of its affiliates) may have had in or to the Property or any portion thereof to a third party, including any interest it may have had in any Ground Lease or any portion of the Property, or (ii) the date Developer withdraws as the Architectural Control Committee (the "**Transfer Date**"). Effective as of the Transfer Date, the position of Architectural Control Committee shall be held by the Owners of all of the Parcels comprising the Complex, but only to the extent a Building is in existence on the Parcel. In connection with any decision of the Architectural Control Committee, each Owner of a Parcel shall have one (1) vote. Each Owner of a Parcel shall designate one individual, subject to change from time to time, who shall serve as the representative of such Owner. Each such Owner shall serve on the Architectural Control Committee. Notwithstanding the foregoing, from and after the Transfer Date, the Government shall be entitled to appoint one (1) member of the Architectural Control Committee. Any vote or election by the Architectural Control Committee made after the Transfer Date must be a majority vote of all the then current members of the Architectural Control Committee, based upon the total number of votes cast as opposed to the number of members voting; provided, however, that any member of the Architectural Control Committee which is an interested party in the outcome of such vote or election shall not participate therein without the prior consent of all of the Owners. A quorum of three (3) members of the Architectural Control Committee shall be required to conduct any vote of the Architectural Control Committee. Failure by any Owner or the Committee to respond to a

submission within the required time period shall be deemed consent to such submission. The members of the Architectural Control Committee shall serve without compensation for services performed pursuant to this Declaration. Membership in the Architectural Control Committee shall be appurtenant to the Parcel and shall not be transferred, pledged or alienated in any way except upon the transfer of ownership to said Parcel.

## ARTICLE VII PARCEL MAINTENANCE

### Section 7.1 General.

(a) Except as provided in Section 8.1, every Owner shall at all times repair and maintain or cause to be repaired and maintained its Parcel so as to keep the same in a clean, sightly, safe and first-class condition and, once any Improvements are on a its Parcel, shall at all times repair, maintain and replace, as necessary, or cause to be repaired, maintained and replaced, as necessary, all Improvements on its Parcel so as to keep the same in a clean, sightly, safe and first-class condition consistent with its originally approved appearance and condition. Each Owner's maintenance responsibilities with respect to its Parcel shall include, but not be limited to (i) the maintenance of all visible exterior surfaces of all Buildings and other Improvements, (ii) the prompt removal of all paper, debris and refuse from all areas of its Parcel, (iii) the maintenance, repair and restoration of parking areas, (iv) the repair, replacement and cleaning of all exterior signs and lighting fixtures, (v) the prompt removal of all snow and ice(wintery climates only) from the roadways, sidewalks and other rights-of-way located within its Parcel; and (vi) the mowing, watering, fertilizing, weeding, replanting and replacing of all landscaping.

(b) If any Improvement is damaged or destroyed, the Owner of the Parcel containing such Improvement shall, at such Owner's option but subject to any other obligations which such Owner is required to perform, promptly restore the same to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such Improvement and landscape the Parcel.

## ARTICLE VIII COMMON MAINTENANCE AND TAXES

### Section 8.1 General.

(a) As used in this Section, the following terms shall be defined as indicated:

(1) “Operating Year”: Each calendar year, or portion thereof, occurring during the term hereof.

(2) “Operating Expenses”: All costs and expenses incurred by Maintaining Party (hereinafter defined) in connection with the ownership, operation, repair, management, repair, replacement, and maintenance of the Easement Areas and Common Areas during each Operating Year and other costs and expenses incurred by the Maintaining Party that are expressly designated as Operating Expenses hereunder.

(3) “Owner’s Operating Expenses”: The Proportion Share of Operating Expenses of each Owners, as hereinafter determined. Each Owner agrees to pay the Owner's Operating Expenses as hereinafter provided. Each Owner's Proportionate Share shall be a fraction, the numerator of which is the aggregate number of net rentable square feet of the Buildings that have been Placed in Service on the Parcel owned by the Owners, and the denominator of which is the aggregate number of net rentable square feet of the Buildings that have been Placed in Service on the entire Property. If the Placed in Service Date for any Building is a date other than the first day of a Operating Year, then the Owner's Operating Expenses for such Operating Year shall for all Owners shall be adjusted on a per diem pro rata basis to take into account the changes in the square feet of Buildings Placed in Service throughout the year.

(4) “Operating Expenses Statement”: A written statement from Maintaining Party setting forth (i) the Operating Expenses for the preceding Operating Year, and (ii) each Owner’s Operating Expenses for such Operating Year.

(5) “Maintaining Party”: The Developer, or at Developer's sole option, either (i) the Owner of the Parcel containing the largest Building in terms of square feet of net rentable area, (ii) an affiliate of Developer, (iii) the Architectural Control Committee, or (iv) an Association the board of directors of which is controlled by Developer or the Owners.

(b) Maintaining Party shall, to the extent not delegated to the Government or any other Governmental Authorities or other governmental entities (i) operate, maintain, repair and replace all of the Easement Areas and Common Areas (as hereinafter defined). Common Areas shall mean all those areas of the Property and facilities constructed on the Property which may be designated by Developer in writing to all Owners, from time to time, as Common Areas for the non-exclusive general common use of Owner(s), Occupants and visitors to the Buildings and the Property, including, without limitation, access areas, any general parking areas (expressly excluding any parking areas on any Parcel), driveways, delivery passageways, drainage ponds, sidewalks, exterior pedestrian walkways, and the like, to the extent that such areas are intended for common use of all Owners, Occupants and visitors to the Building and the Property. Such maintenance responsibility shall include, without limitation, the following items: (i) spray for insects, main any water purifying equipment, and maintaining any landscaped areas surrounding the Easement Areas, (ii) operate, maintain, repair and replace all facilities located in the Easement Areas and Common Areas, including the retention pond facilities and the shared utility lines, and (iii) procure and maintain comprehensive public liability insurance, including general liability for injuries to and death of persons and for property damage, in such amounts, with such coverages and with such companies as are commercially reasonable insuring the Maintaining Party from liability in connection with Maintaining Party’s activities in connection with the Easement Areas and Common Areas, and naming the Architectural Control Committee and all other Owners as additional insureds. The costs and expenses incurred in connection with the foregoing shall sometimes collectively be referred to as the **“Operating Expenses”** and shall include, but not be limited to, all costs of materials, labor and supplies, overhead and administrative expenses (not to exceed 10% of the cost of the foregoing other than premiums for insurance) and the premiums for the insurance referenced above. In the event any Owner fails to timely pay its share of the Operating Expenses as required by subsection (c) below, then such Owner’s share of the Operating Expenses shall be deemed to include all reasonable costs and

expenses incurred in connection with such failure including, without limitation, costs of collection, interest as provided for in Section 11.2 herein, late charges provided for in Section 11.3 herein and reasonable attorney's fees.

(c) The obligation of an Owner to pay the Owner's Operating Expenses pursuant to this Declaration shall commence when a Building on its Parcel is first Placed in Service. All amounts payable by any Owner shall be assessed no more frequently than monthly and shall be accompanied by the Operating Expenses Statement, which statement shall set forth, inter alia, the manner in which such Owner's Operating Expenses was determined. Every Owner shall pay the amount shown on the Operating Expenses Statement within thirty (30) days after receipt. In order to secure each Owner's obligation to pay the Owner's Operating Expenses, each Owner, together with their respective successors and assigns, hereby grants and creates a lien against the Parcel owned by said Owner (or, if the Parcel is subject to a Ground Lease, against the leasehold interest created by such Ground Lease) for accrued but unpaid Operating Expenses, and the Maintaining Party shall have the right to establish and enforce the lien, including, but not limited to, the right to foreclose the lien in accordance with the provisions of Article XI of this Declaration and in accordance with the laws of the State of **NAME**, including the provisions of the **Name of State Law**.

(d) The non-exclusive easements for ingress and egress over, under, across, in and upon those portions of the Property designated as Easement Areas and Common Areas pursuant to this Declaration ("Easements") are hereby declared, created and reserved by Developer for the benefit and use of Maintaining Party and its successors and assigns, agents and employees, for the purpose of performing the maintenance required under this Declaration. The Easements shall be perpetual in nature and shall remain in full force and effect until and unless the Easements are extinguished or terminated in accordance with law. For purposes of this Declaration, the term "Easements" shall include the non exclusive easement for the collection, treatment and discharge of stormwater through and across the stormwater facilities and natural watercourses located on the Property.

(e) The information set forth on the Operating Expenses Statement, and all documents, records, and calculations supporting such statement, shall be deemed approved by each Owner unless, within ninety (90) days following the receipt thereof, any Owner shall notify Maintaining Party in writing that it disputes the correctness thereof, specifying in detail the basis for such assertion. Maintaining Party shall promptly respond in writing to Owner's written inquiries in regard to Operating Expenses ("**Maintaining Party's Response**"). If an Owner disputes Maintaining Party's Response, such Owner shall have the right to have an independent audit of Maintaining Party's financial records upon which the Operating Expenses are based, performed by an independent certified public accountant reasonably acceptable to Maintaining Party, subject to the following conditions: (i) such audit shall be at Owner's sole expense, unless such audit shall reveal that such charges were overstated by Maintaining Party by more than five percent (5.0%) in which case Maintaining Party shall reimburse Owner for the reasonable cost of such audit; (ii) such audit shall be conducted at the offices of Maintaining Party, at a time reasonably satisfactory to Maintaining Party; and (iii) such audit shall be completed within ninety (90) days following submission of Maintaining Party's Response to Owner. In the event that such an audit shall occur, then pending the resolution of such audit, Owner shall nevertheless continue to make payments on account of Operating Expenses as required by

Maintaining Party in accordance with the terms hereof. The charges payable and paid by Owner shall be adjusted retroactively between Maintaining Party and Owner, based upon the results of such audit within thirty (30) days after a copy of such audit has been delivered to Maintaining Party and Owner.

(f) Each of the Owners agrees to pay its Proportionate Share of the Operating Expenses.

(g) Developer or Maintaining Party shall be entitled to enter into certain agreements with the Government to provide various services that benefit the Complex or the Owners, including without limitation, water and sewer and other utilities, police and fire services and road maintenance. Neither the Developer nor the Maintaining Party shall have any liability to the Owners or any other Occupant or Person (and is hereby released from any such liability) for the failure of the Government to perform its obligations under any such agreement. In the event Maintaining Party enters into an agreement with the Government for any such services, all costs or expenses incurred in connection therewith shall be included in Operating Expenses. In the event that Developer enters into an agreement with the Government for any such services, then all costs and expenses incurred by Developer in connection therewith shall be paid by the Maintaining Party to the Government (or at Developer's election paid to Developer) upon demand by Developer, and all amounts so paid by Maintaining Party shall be included in Operating Expenses.

(h) In the event that pursuant to Section 23 (c) of one or more Ground Leases, any Ground Tenant is entitled to construct service roads, curb cuts and perform other associated work to effect any alternative access to its Lease Premises or to construct a security fence, no work or construction of the fence shall be undertaken without Developer's approval. In addition, Developer shall have the right, exercisable by providing written notice thereof to all of the Owners, to undertake to construct such service roads, curb cuts and perform other associated work to affect such alternative access or to construct such security fence, and Landlord shall be entitled to prohibit any other Ground Tenant from exercising such right. Any costs incurred in connection therewith that is not reimbursed by the Government, at Developer's election shall be paid by the Maintaining Party to Developer and shall be included in Operating Expenses.

## ARTICLE IX GRANT OF EASEMENTS

Section 9.1 Reservation of Pedestrian Easements. Easements for ingress and egress of pedestrian traffic are hereby declared, granted and reserved over and upon all sidewalks, walkways and other rights-of-way designed or intended for common pedestrian traffic which may now or hereafter be installed or constructed within any part of the Property and which have not been dedicated to a public body or agency (all of said easement areas being herein collectively called the "**Rights-of-Way**"). The Rights-of Way shall be for the common, non-exclusive use and benefit of all Owners and Occupants of the Property, their agents, employees and invitees, and all Persons now or hereafter acquiring any interest therein. The Rights-of-Way shall be appurtenant to and run with the land, in perpetuity, and shall inure to the benefit of and

be binding upon Developer and all Owners, their grantees and successive grantees and the heirs, successors, personal representatives and assigns of all of them.

Section 9.2 Reservation of Storm Water and Sanitary Sewer. Easements for storm water and sanitary sewer, together with the right of access thereto, are hereby declared, granted and reserved for the common non-exclusive use and benefit of all Owners and Occupants of the Property and all Persons now or hereafter acquiring any interest therein, for the construction, installation, use, maintenance, repair and replacement of such sanitary sewer and storm sewer lines, laterals and feeders and the accessory facilities relating to the foregoing, as shall be necessary or required by law to serve the Property, provided, however, that all such facilities shall not materially interfere with or disturb the use of the surface of the land under which such facilities are located, installed or constructed. The aforesaid easements shall constitute part of the Easement Areas and shall be appurtenant to and run with the land, in perpetuity, and shall inure to the benefit of and be binding upon Developer and all Owners, their grantees and successive grantees, and the heirs, personal representatives, successors and assigns of all of them.

The Owner of any Parcel shall have the right at any time and from time to time to make and install sewer connections, stubs, laterals, feeders and other conduits connected to and extending from the sanitary sewer lines and storm sewer lines, provided that the location or relocation of such connecting facilities and conduits shall be subject to the prior written approval (which shall not be unreasonably withheld, conditioned or delayed) of Architectural Control Committee and of any other Owner under or on whose Parcel such connecting facilities and conduits are to be located, and provided further that such connecting facilities and conduits comply with all laws, rules, regulations and other legal requirements of governmental authorities and public utilities with a certificate of convenience and necessity having jurisdiction or authority in respect thereto, and provided further that any such connecting facilities and conduits and the use of the same and the use of the Easement Areas shall be so arranged, constructed, used and maintained as to avoid any material interference with the use and enjoyment of the land under or on which such facilities and conduits shall be located, and provided further that any Owner installing such connecting facilities and conduits shall promptly repair any and all damage to the Property caused by such installation. Any Owner installing such connecting facilities and conduits shall maintain the same at its sole expense.

Section 9.3 Reservation of Access and Utility Easements. The easements granted in this Section 9.3 shall not limit any other easements granted by the Government in any Ground Lease, the Master Agreement or elsewhere herein. The Government hereby grants and reserves unto any and all Owners (and its sublessees, licensees, and other Occupants, and their respective employees, guests, invitees, contractors, agents and mortgagees), in connection with its currently intended and future uses of the Parcel of such Owner, easements on the portions of the property comprising the **INSTALLATION** that are required for access to the Complex or for the following other purposes (i) ingress and egress over any roads, Rights of Way (including **\_\_\_\_\_**) as required by Owner for reasonable access to and from and use of its Parcel, including for purposes of undertaking the construction of any Improvements thereon, (ii) utility lines, pipes and conduits (including water, sewer, storm water pipes, gas, telephone and electricity) as required by Owner to serve its Parcel, and (iii) storm water drainage as may be required by Owner for storm water to drain



from its Parcel. The foregoing easements shall be subject to any limitations, rules and regulations that the Architectural Control Committee may impose. Without limiting the generality for the foregoing easements, at Developer's request, the Government shall execute and record such easements as Developer may request with respect to any specific area or use covered by the foregoing easement, including any easement for ingress, egress over a particular road or Right-of-Way or for any utilities or storm water lines, pipes or conduits that have been identified.

## ARTICLE X MISCELLANEOUS SECTIONS

Section 10.1 Term. This Declaration shall run for a term of       ( )       years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of five (5) years unless an instrument amending this Declaration to provide otherwise is executed and recorded in accordance with the provisions of Section 10.2 hereof. Notwithstanding the foregoing, the easements created, reserved or declared by this Declaration shall, unless extinguished or terminated in accordance with law, be perpetual in duration.

Section 10.2 Amendment. This Declaration may be amended by an instrument executed by a majority of the Owners, as determined according to their respective voting rights as set forth in Section 6.8 above, provided that: (i) prior to the first Ground Lease being executed, Developer shall be entitled to amend this Declaration in its sole discretion, (ii) prior to the Transfer Date, Developer's written consent shall be required to any such amendment; (iii) no amendment shall in any manner affect any rights with respect to the Rights-of-Way established by this Declaration without the consent of the Owner of each Parcel affected by said amendment; (iv) the allocation of the Operating Expenses to each Parcel under Article VIII, and the assessments allocable to each Parcel under Article VIII, shall not be changed without the consent of the Owners of each Parcel so affected; and (v) no amendment shall affect the rights of a holder of a security interest in a Parcel without such holder's consent. The Government shall execute such amendment and/or any documents or instruments as may be reasonably requested to effect any such amendment; provided, however, no such amendment shall materially increase the Governments obligations herein (other than as an Owner), except with the written consent of the Government.

Section 10.3 Severability. If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding provided that in such event all of the then Owners of the Property shall to the fullest extent possible modify such covenant, condition or term to the extent required to carry out the general intention of this Declaration and to impart validity to such covenant, condition or term.

Section 10.4 Owner's Liability, Subsequent Sale, Successor's Obligation. In the event that any Owner sells, transfers or otherwise conveys a Parcel, said Owner shall have no liability for obligations relating to such Parcel accruing after the date of the aforesaid sale, transfer or conveyance; provided, however, that nothing herein contained shall affect the validity or enforceability of any lien theretofore recorded against a Parcel for previously incurred liabilities



and nothing contained herein shall affect the liability of any Owner for any obligation incurred pursuant to this Declaration prior to the date of said sale, transfer or conveyance.

Section 10.5 Delay in Performance - Force Majeure. If the performance of any act or obligation under this Declaration is prevented or delayed by an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, malicious mischief, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, lock-out, action of labor union, condemnation, threatened condemnation, requisitions, laws and orders of government or civil or military authorities (provided such government, civil or military authorities are acting in their regulatory or sovereign capacity and not as the owner of the Property or an part thereof) or any other cause whether similar or dissimilar to the foregoing not within the reasonable control of the Person required to perform such act or obligation, then such Person shall be excused from the performance of such act or obligation for so long as such Person is so prevented or delayed by reason thereof. This force majeure provision shall apply only to the non-monetary obligations created by this Declaration.

Section 10.6 Notice. Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when (i) delivered in person and receipted for, or (ii) deposited in the United States Mail, certified mail, return receipt requested, postage prepaid, or (iii) sent by overnight express courier, addressed, if to an Owner, to said Owner's address at the Property or if to Developer, addressed as follows:

DEVELOPER  
ADDRESS

With a copy to: DEVELOPER  
ADDRESS

Attn: General Counsel

or such other address as Developer shall from time to time designate by notice to every Owner. Notices shall be deemed effective upon delivery, if personally delivered, or two (2) days after the date of postmarking, if mailed, or on the date after deposit with an overnight courier (excluding Saturdays, Sundays and federal holidays).

Section 10.7 Captions - Singular, Plural, Gender. The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration. Words used herein shall be deemed to include singular and plural, and any gender as the context requires.

Section 10.8 Reservation of Easements. Reference to this Declaration in any deed of conveyance or any mortgage or trust deed or other evidence of obligation shall be sufficient to create and reserve all of the rights, benefits, burdens, duties and obligations contained herein to the respective grantees, mortgagees or trustees of all or any portion of the Property as fully and completely as if the same were fully recited and set forth in their entirety in such instrument.

Section 10.9 Estoppel Certificates. Upon the written request of an Owner or the holder of a security interest in a Parcel, the Maintaining Party and the Architectural Control Committee shall, within ten (10) business days of the request therefor, issue a certificate setting forth the amount of any delinquent assessment or charge with respect to said Parcel or stating that all current obligations allocable to such Parcel have been paid in full.

Section 10.10 Enforcement Rights/Additional Powers of the Architectural Control Committee. In the event the Maintaining Party defaults in its obligations as set forth in this Declaration, and such default continues for thirty (30) days after the date of written notice from the Architectural Control Committee, the Architectural Control Committee shall automatically and without further action assume responsibility for the Maintaining Party's duties hereunder. In the event of the foregoing, all references to the Maintaining Party contained in this Declaration shall thereafter be deemed to refer to the Architectural Control Committee.

Section 10.11 Additional Powers of the Architectural Control Committee. The Architectural Control Committee, to the extent it deems necessary and appropriate, shall have the power to take such action, legal or otherwise, necessary to enforce this Declaration as herein provided, to obtain policies of insurance as may be required in the Architectural Control Committee's reasonable discretion, to contract for professional services, and to otherwise do that which it believes to be in the best interest of the Property, and to pay the reasonable costs of the foregoing from assessments levied against the Owners.

Section 10.12 Maintaining Party and Architectural Control Committee Member Liability. Neither the Maintaining Party, the Developer, the Architectural Control Committee nor the individual representatives thereof shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever made, taken or omitted to be taken in their respective capacities except for gross negligence or willful misconduct. The Maintaining Party, the Architectural Control Committee, and the Architectural Control Committee acting on behalf of its individual representatives shall be entitled to levy assessments against the Owners for reimbursement for all costs, expenses and other liabilities incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any of the foregoing may be involved by virtue of its position as Maintaining Party, Architectural Control Committee member, or Architectural Control Committee member representative; provided, however, the assessment right shall not be operative with respect to any matter as to which such person or entity shall have finally been adjudged in such action, suit or proceeding to be liable for malicious, illegal or willful misconduct or fraud in the performance of his/its duties under this Declaration. The foregoing provision shall be in addition to Article VI, Section 6.7 hereof and not in lieu thereof.

Section 10.13 Persons Subject to Declaration and Rules and Regulations. The Architectural Control Committee may adopt such reasonable rules and regulations as it may determine from time to time and in conformance with the terms of this Declaration. All present and future Owners, tenants, invitees and Occupants of the Property shall be subject to, and shall comply with, the provisions of this Declaration and the rules and regulations, if any, promulgated by the Architectural Control Committee, as they may be amended from time to time. Acceptance of a deed of conveyance, or the entering into a lease, or the entering into occupancy

of any Building on any Parcel shall constitute an agreement that the provisions of this Declaration and of said rules and regulations, as the same may be amended from time to time, are accepted and ratified by such Owner, tenant or Occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest or estate in such Parcel, as though such provision were recited and stipulated at length in each and every deed, conveyance or lease thereof.

## ARTICLE XI ASSESSMENTS

Section 11.1 Assessments. The Maintaining Party and the Architectural Control Committee may levy assessments against the Owners which shall be used to discharge the Operating Expenses and all other costs and expenses incurred in connection with carrying out their respective duties and obligations as set forth in this Declaration.

Section 11.2 Personal Obligation for Assessments and Creation of Lien. Every Owner, whether or not such obligation be so expressed in any conveyance to such Owner of its interest in the applicable Parcel (including any Ground Lease), for every Parcel with respect to which it has a leasehold or ownership interest, hereby covenants and agrees, and shall be deemed to have covenanted and agreed, to pay the Maintaining Party or the Architectural Control Committee, as applicable, all assessments and charges as are levied or charged pursuant to the provisions of this Declaration. All assessments and charges, whether arising pursuant to the foregoing sentence or under any other provisions of this Declaration, together with interest thereon calculated at the annual rate of 200 basis points above the prime rate of interest, defined as the rate of interest announced from time to time by Bank of America as its prime rate, changing when and as such prime rate changes (hereinafter, the “**Default Rate of Interest**”), together with the late payment and administrative expense charge hereinafter described and the costs of collection, if any, as herein provided, and reasonable attorneys’ fees, shall be charged as a continuing lien upon the Parcel against which every such assessment or charge is levied; provided, however, in the event that the Government becomes an Owner of a Parcel, such interest charged shall not exceed the amount allowed under the Prompt Payment Act (31 USC Sec 3901et seq.). Every such assessment and charge as aforesaid, together with interest, late payment and administrative expense charges and costs thereon, shall in addition be the personal obligation of the Owner of such Parcel at the time the assessment or charge was levied.

Section 11.3 Delinquent Assessments. Any assessments or charges which are not paid when due shall be delinquent. If an Owner fails to pay any assessment or charge within thirty (30) days of its due date, said Owner, in addition to the Default Rate of Interest, shall be liable to the Maintaining Party or the Architectural Control Committee, as applicable, for a late payment and administrative expense charge equal to the greater of (x) \$150, or (y) fifteen percent (15%) of the amount of the unpaid assessment or charge. In addition to the foregoing and in addition to all other legal and equitable rights and remedies, the Maintaining Party or the Architectural Control Committee, as applicable, may (i) bring an action at law against the Owner personally obligated to pay the assessment or charge, and (ii) in an appropriate judicial proceeding, foreclose the lien created by the provision of the foregoing Sections 8.1(c) and 11.2, and (iii) collect in said action or through said proceeding the delinquent assessment or charge, together

with the Default Rate of Interest thereon, the aforesaid late payment and administrative expense charge and the costs of collection and reasonable attorneys' fees of any such action or proceeding. The lien provided for under Sections 8.1(c) and 11.2 shall secure the payment of the assessment or charge, the Default Rate of Interest thereon, the aforesaid late payment and administrative expense charge and the aforesaid costs and reasonable attorneys' fees; provided, however, in the event the Owner is the Government, this sentence or any portion thereof shall be applicable only to the extent permitted under applicable law. No Owner may waive or otherwise avoid liability for an assessment or charge as provided for herein by nonuse of the Easement Areas and facilities or abandonment or transfer of its Parcel.

Section 11.4 Subordination of Lien to Mortgage. The lien for any assessment or charge provided for in this Declaration shall be subordinated to the lien of any bona fide security interest, including a mortgage, trust deed or sale and leaseback, created by the Owner of a fee or leasehold interest in the Parcel, provided, however, that such subordination shall apply only to the assessments and charges which have become due and payable prior to a sale or transfer of such Parcel pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve the Parcel from the lien for any assessments or charges thereafter becoming due nor from the lien of any subsequent assessments or charges.

Section 11.5. Requirements and Restrictions of the Government. The Government shall not make any alterations or modifications to, or install any improvements on, any of the Property, except with the consent of Maintaining Party in its sole discretion; provided, however, in the event that the Government becomes an Owner pursuant to the provisions hereof, then the foregoing provision of this Section 11.5 shall not restrict the Government, in its capacity as Owner, from undertaking any such alterations, modifications or improvements, subject to and in accordance with the terms of this Declaration. In addition, the Government (unless acting in its regulatory or sovereign capacity, and not as the owner of the Property or any part thereof) shall not subject the Property or permit the Property to be subject to the jurisdiction of any governmental authority that does not as of the date hereof have jurisdiction over the Property.

Section 11.6. Police, Fire, Water and Sewer Services. The Government shall provide to and for the benefit of each Parcel (and each Owner and its successors and assigns, and their respective sublessees, licensees, and mortgagees) any and all necessary or desired water, sewer, and drainage services and police and fire services required by Maintaining Party in connection with the Complex. The terms of such services shall be set forth in agreements negotiated between the Government and Developer (or at Developer's option, the Maintaining Party) as more particularly set forth in the provisions incorporated herein pursuant to Section 11.7 hereof.

Section 11.7. Incorporation of Certain Terms of the Master Agreement. The rights and responsibilities of Developer and the Government set forth in Section 1.2.7 (which includes access and alternative access provisions), Section 3.3 (Infrastructure Improvements), Section 3.4 (Maintenance of Infrastructure Improvements), Section 3.5 (Access Improvements), Section 3.6 (Permitting the Project) and Section 3.7 (Support Agreement; Utility Contracts) shall be incorporated herein as if fully set forth herein and such provisions shall survive each and every "Closing" under the Master Agreement and any expiration or earlier termination of the Master Agreement. The foregoing shall be in addition to, and shall not limit, any provisions of the Master Agreement,

including any provisions relating to survivability of provisions, third party beneficiary status or transferability or assignability of rights or obligations.

Section 11.8. Transfer of Developer's Rights and Obligations to Maintaining Party. Developer shall have the right, exercisable by providing written notice thereof to the Government, to transfer to the Maintaining Party any or all of Developer's rights (including remedies) and/or obligations under this Declaration, including those rights and obligations incorporated by reference in Section 11.7 hereof; in which case, Developer shall no longer have such rights and/or obligations so transferred, and Maintaining Party shall be deemed to have such rights and to have assume such obligations.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the party hereto have caused this Declaration to be signed as of the date first above written.

UNITED STATES OF AMERICA (the  
“**Government**”), acting by and through the  
SECRETARY OF THE ARMY

By: \_\_\_\_\_[SEAL]  
Name:  
Its:

STATE OF \_\_\_\_\_ :  
:ss.  
CITY/COUNTY OF \_\_\_\_\_ :

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ with UNITED STATES OF AMERICA (the “**Government**”), acting by and through the SECRETARY OF THE ARMY, whose name is signed to the foregoing, appeared before me and personally acknowledged the same in my jurisdiction aforesaid on behalf of the company.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY



EXHIBIT 2

CURRENT PLANS FOR EASEMENT AREAS

**Exhibit 2  
Sheet of  
Conceptual Land Bays**

## EXHIBIT 3

### DESIGN GUIDELINES FOR ILLUSTRATION ONLY DESIGN GUIDELINES ARE INSTALLATION SPECIFIC

#### 1. General Criteria

- (a) Drainage systems must conform to the requirements of the Governmental Authorities. Where stormwater retention ponds are used, they must be landscaped and follow a natural appearing gentle contours. Outfall structures must be designed and constructed in a manner which will cause them to be integral to the pond.
- (b) Existing amenities such as adjacent open areas, large trees or streams should be recognized and incorporated into site planning efforts.
- (c) Grade slope areas must not exceed a grade of 3:1.
- (d) Lawn areas, except those intended for stormwater management, must have slopes of not less than three percent (3%).
- (e) All slopes must be properly stabilized to prevent erosion.
- (f) Driveway slopes should not exceed five percent (5%), and parking lot slopes should not exceed five percent (5%). Paved areas should follow existing grades as much as possible to minimize differences at their peripheries.
- (g) Curbs must be installed for all paved areas unless otherwise approved by the declarant. Curbs must be constructed of concrete; railroad-tie or asphalt curbs are not acceptable.
- (h) Parking aisles, stalls, and islands must be provided in accordance with IDG standards.

#### 2. Criteria for Building

##### 2.1. Design Guidelines

- (a) Buildings must be aesthetically and functionally compatible with surrounding development and be in accordance with APG IDG guidelines
- (b) Basically simple buildings with openings and entries clearly expressed are preferred.
- (c) The exterior walls of Buildings must be constructed of fireproof materials. Acceptable wall materials in general consist of brick, stone, masonry, glass, architectural precast concrete, painted or architectural concrete tilt-up, and architectural block. Any wall to be constructed of exposed architectural block, cinder block, slag block, or wood will not be approved.
- (d) Each building must be considered “in the round”, in that an architectural concept must be consistent all around the Building; e.g., it cannot be given a special treatment only on the front façade.
- (e) The scale of wall surfaces must be given careful consideration. Surface detailing should be used to break up long uninterrupted expanses of façade.
- (f) Walls screening service areas must be of the same quality materials as those of the walls of the Buildings itself.

- (g) All flues and vents must be painted to match the adjacent surface.
- (h) All roof water shall drain from the Building via a closed storm drainage system unless incorporated into sustainability design criteria.

2.2. Architect - A qualified architect must be used to prepare all building documents.

3. Landscaping – landscaping must conform to the requirements of the APG IDG and landscaping standards by owner.

3.1.

- (a) A qualified landscape architect should prepare all landscape planting plans.
- (b) All landscape concepts to satisfy Blast.
- (c) All landscape concepts to satisfy sustainability requirements.

4. Exterior Criteria

4.1. General Criteria

- (a) All exterior lighting must be shown on the site plans submitted for review and approval. A catalog cut of the proposed fixture type must also be submitted.
- (b) Building entry areas should be lit, for security purposes. Provide safe lighting levels from building to all parking areas.

4.2. Fixtures

- (a) All lighting for parking lots, loading areas, services areas and security purposes, whether wall mounted or free-standing, must use concealed-source fixtures which are cut-off type fixtures where the lens does not project below the opaque section of the fixture. Intensities shall be controlled so that adjacent areas will not be adversely affected by glare or excessive light spillage.
- (b) Decorative fixtures may be permitted where they are part of an overall architectural concept.
- (c) Bollards with integral light fixtures are acceptable for pedestrian walkways.

4.3. Light Color

- (a) Metal Halide

5. Signage

5.1 Signage Criteria. Exterior signage in the Complex shall be for purposes of identification only and shall not be designed or used as an advertising device. Signage text for identification for single-user and multi-user Buildings, will be limited to the user's name, logo and street address.

## 5.2 Permitted sign locations

- (a) Single-user Buildings. Each single-user Building will be permitted only two free-standing signs (containing the name, logo and address of the Building itself), to be located at a point near the main entrance to the Building and at a point near the main entrance to the building and one Building mounted sign.
- (b) Multi-user Buildings. Each multi-user Building will be permitted only two free-standing signs (containing the address(es) of the Building itself and the names of the tenants), to be located at a point near the main entrance to the Parcel and at a point near the main entrance to the building and a Building-mounted sign to be approved by the Architectural Committee.

## 5.3 Permitted sign types. Moving or flashing signs are prohibited.

- (a) Free-standing permanent signs. There will be one free-standing permanent sign permitted at each entrance to the business park. Additional free-standing permanent signs shall be located as per section 5.2. They shall be designed to meet the following criteria:
  - (i) The maximum permitted size will be forty eight square feet for all free-standing permanent signs except for the signs permitted at the entrances to the business park. The maximum permitted size for the business park signs shall be 60 square feet.
  - (ii) The top of the signs shall not be more than six feet (6').
  - (iii) The signs shall be substantial and constructed of durable materials; wooden signs will not be approved.
  - (iv) Sign illuminations, if desired, may be internal with translucent letters and an opaque background, or up-lit by a ground mounted fixture.
  - (v) The sign must be mounted on a substantial base.
- (b) Free-standing temporary signs. The maximum permitted size will be thirty-two (32) square feet. Temporary signs must otherwise conform to the regulations of the Governmental Authorities and will be solely for the purpose of offering the sale or lease of the building or portion thereof on which it is located.
- (c) Building-mounted signs.
  - (i) A sign to be mounted on a Building must be compatible with the Building's architectural design.
  - (ii) No sign may extend above the roof or parapet line of a Building.
  - (iii) Building-mounted signs must be individual pinned-off letters.
  - (iv) Each letter on a Building-mounted sign must not exceed thirty-inches (30") in height.

- (v) The pinned-off letters shall have a return or depth in a proportion to their size (e.g., a 6" or smaller letter must have a minimum of 1" return, and the maximum return required will be 4" for the maximum allowable 30" letter).
- (vi) Illumination, if desired, may internal through a translucent letter face or opaque letters projected slightly off the wall and back-lit from a source concealed within the letter.
- (vii) The placement must relate architecturally to door openings and window openings or other elements of the Building.

No permanent Building identification sign will be permitted, where letters are painted on the sign or on the face of the Building, or do not project off of the wall of the Building.